



## MEMORANDUM

RCA

Agenda Item No. 3 (G)

TO: Honorable Chairperson and Members  
Board of County Commissioners

DATE: June 11, 2003

FROM: Steve Shiver  
County Manager

SUBJECT: Second Amendment to the  
Amended and Restated Lease  
Agreement with Marine  
Exhibition Corporation d/b/a/  
Miami Seaquarium

### RECOMMENDATION

It is recommended that the Board approve a Second Amendment to the Amended and Restated Lease Agreement with Marine Exhibition Corporation d/b/a Miami Seaquarium (Seaquarium) to reallocate property on Virginia Key for future expansion of overflow parking facilities to serve the Seaquarium and provide public parking for Virginia Key and Crandon Park.

### BACKGROUND

In March 1954 the County entered into a Lease Agreement with Marine Exhibition Corporation for development and operation of the Seaquarium. As part of that agreement, the Seaquarium was afforded access to property north of the Rickenbacher Causeway for future development of overflow parking.

Through the years the designated property was utilized for various educational and research facilities and is no longer available. The Seaquarium is currently in the process of obtaining funding for development of its master plan. The current ambiguity in the lease agreement regarding this property and the Seaquarium's opportunity for future development of parking facilities must be resolved before that financing can be finalized.

After extensive discussion with Miami-Dade Park and Recreation Department, the Public Works Department and County Attorney's Office, all parties have agreed that the alternate property as detailed in the attached exhibits can be made available to satisfy the future need for dedicated public parking. This parking facility would serve the Seaquarium, as well as public patrons utilizing facilities and attending special events in the area.

As part of this agreement, Marine Exhibition Corporation has agreed that when the County develops the bike path on the north side of the Rickenbacher Causeway, it will develop the bike path on the portion of its property on which the future parking lots are to be developed. Further, should either Virginia Beach Road or Arthur Lamb Road be required to be widened, Marine Exhibition Corporation has agreed to reduce its parking facility to accommodate such need.

Attachment




# MEMORANDUM

(Revised)

**TO:** Honorable Chairperson and Members  
Board of County Commissioners

**DATE:** July 8, 2003

**FROM:**   
Robert A. Ginsburg  
County Attorney

**SUBJECT:** Agenda Item No.

Please note any items checked.

- ☐ "4-Day Rule" ("3-Day Rule" for committees) applicable if raised
- ☐ 6 weeks required between first reading and public hearing
- ☐ 4 weeks notification to municipal officials required prior to public hearing
- ☐ Decreases revenues or increases expenditures without balancing budget
- ☐ Budget required
- ☐ Statement of fiscal impact required
- ☐ Bid waiver requiring County Manager's written recommendation
- ☐ Ordinance creating a new board requires detailed County Manager's report for public hearing
- ☐ Housekeeping item (no policy decision required)
- ☐ No committee review

Approved \_\_\_\_\_ Mayor  
Veto \_\_\_\_\_  
Override \_\_\_\_\_

Agenda Item No.

RESOLUTION NO. \_\_\_\_\_

RESOLUTION AUTHORIZING COUNTY MANAGER TO  
EXECUTE SECOND AMENDMENT TO AMENDED AND  
RESTATED LEASE BETWEEN MIAMI-DADE COUNTY AND  
MARINE EXHIBITION CORPORATION d/b/a THE MIAMI  
SEAQUARIUM

**WHEREAS**, this Board desires to accomplish the purpose outlined in the accompanying memorandum, a copy of which is incorporated by reference; and

**WHEREAS**, this Board finds that the exchange of land discussed in the accompanying memorandum furthers a public purpose; and

**WHEREAS**, the Board finds that the land identified in the attached amendment is not presently required for another County purpose.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA**, that this Board authorizes the County Manager to execute the Second Amendment to the Amended and Restated Lease between Miami-Dade County and Marine Exhibition Corporation d/b/a The Miami Seaquarium, substantially in the form attached hereto.

The foregoing resolution was offered by Commissioner \_\_\_\_\_, who moved its adoption. The motion was seconded by Commissioner \_\_\_\_\_ and upon being put to a vote, the vote was as follows:

Dr. Barbara Carey-Shuler, Chairperson

Katy Sorenson, Vice-Chairperson

Bruno A. Barreiro

Betty T. Ferguson

Joe A. Martinez

Dennis C. Moss

Natacha Seijas

Sen. Javier D. Souto

Jose "Pepe" Diaz

Sally A. Heyman

Jimmy L. Morales

Dorrin D. Rolle

Rebeca Sosa

The Chairperson thereupon declared the resolution duly passed and adopted this

, 2003. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

MIAMI-DADE COUNTY, FLORIDA  
BY ITS BOARD OF  
COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

By: \_\_\_\_\_  
Deputy Clerk

Approved by County Attorney as  
to form and legal sufficiency.



Mariela Martinez-Cid

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**SECOND AMENDMENT TO AMENDED AND RESTATED LEASE  
BETWEEN MIAMI-DADE COUNTY AND  
MARINE EXHIBITION CORPORATION d/b/a THE MIAMI SEAQUARIUM**

THIS SECOND AMENDMENT to Amended and Restated Lease between Miami-Dade County and Marine Exhibition Corporation, d/b/a The Miami Seaquarium, is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2003, between Miami-Dade County ("Lessor") and Marine Exhibition Corporation ("Lessee").

WHEREAS, Lessor and Lessee have entered into an Amended and Restated Lease ("Lease") dated July 25, 2000, whereby Lessor leased to Lessee a certain parcel of land lying in Miami-Dade County, Florida, situated along the Rickenbacker Causeway across Biscayne Bay on Virginia Key, Florida; and

WHEREAS, the Lease was amended by a First Amendment to Amended and Restated Lease dated November 6, 2001; and

WHEREAS, Lessor and Lessee deem it to be in their mutual best interests to amend and modify the Lease to adjust certain lease term provisions;

NOW, THEREFORE, in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration by each of the parties hereto, to the other in hand paid, the receipt of which is hereby acknowledged, and in consideration of the mutual covenants hereinafter set forth, it is mutually covenanted, consented and agreed between Lessor and Lessee that the Amended and Restated Lease, as amended, is hereby further amended and modified as follows:

1. Paragraph 2 A is deleted in its entirety and replaced with the following language:

A. Adjacent Property. Lessor agrees that the certain property owned by Lessor as of the date of execution of this Amended and Restated Lease located across the highway (Rickenbacker Causeway) from the Demised Premises and located on the northerly side of the existing causeway or roadway and identified as Parcels "A", "B", "C", "D", and "E" in Exhibit "4-A" dated June, 2003, attached hereto and made a part hereof (the "Adjacent Property"), shall not be built upon (except as more particularly set forth in Paragraph 24, below), or conveyed or leased to third parties during the term of this Amended and Restated Lease, as the same may be extended, but shall be kept in a sightly condition by proper planting and mowing by Lessee and at the expense of Lessee. Lessee shall pay the cost of and Lessor grants Lessee the right to construct a public parking facility subject to any applicable regulatory approvals. Said public parking facility shall be open to the public in accordance with Section 24 below, on the Adjacent

Property for the term of this Amended and Restated Lease and any extension hereof. Lessee and Lessor agree that this use constitutes an acceptable public purpose for purposes of this Amended and Restated Lease as set forth above and for purposes of any applicable restrictions or requirements. The construction and operation of the public parking facility by Lessee on the Adjacent Property shall be as more particularly set forth in Section 24 below. Lessee further agrees that in the event Lessee elects to use the Adjacent Property for any purpose other than public purpose stated herein, it shall first obtain from the Trustees of the Internal Improvement Trust Fund an approval of such alternate use. Lessor and Lessee agree that the lease with respect to Parcel "E" is only to the extent that Lessor has rights in said parcel.

2. Paragraph 2 C is added with the following language:

C. Lessee agrees at its sole expense to construct a bicycle path on the Adjacent Property that is consistent with the Lessor's construction plans and at such time as the Lessor is constructing same on either end of the Adjacent Property.

3. Paragraphs 24 A and 24 B are deleted in their entirety and replaced with the following language:

A. Lessee shall provide at its own expense a parking lot or lots for the parking of automobiles on the Demised Premises.

B. Subject to any applicable regulatory approvals, Lessee may construct, at its expense, a public parking facility on the Adjacent Property as set forth in Paragraph 2 A, above. The construction of the public parking facility on the Adjacent Property by Lessee shall be in accordance with, but need not exceed, applicable Miami-Dade County Code requirements, except that Lessor and Lessee shall mutually agree as to the quality of landscaping to be planted adjacent to the Rickenbacker Causeway which shall be in excess of minimum requirements. The public parking facility on the Adjacent Property shall be constructed in substantial compliance with the conceptual plans entitled "Miami Seaquarium Conceptual Overflow Parking, Exhibit 1A and Exhibit 2" dated April 25, 2003, prepared by David Plummer & Associates, Inc. Any modifications and adjustments to the conceptual plans, including any modifications and adjustments to signalization, must be approved by the Director of the Public Works Department and other applicable regulatory and permitting agencies. The Adjacent Property shall not be used for other purposes or conveyed or leased by Lessor to other parties during the term of the Amended and Restated Lease, or any extension hereof; provided, however, that

notwithstanding the provisions of Paragraph 13, above, Lessor reserves the right to modify, remove or reduce the parking area within (1) the Adjacent Property identified as Parcels "A", "B", and "E" on the attached Exhibit "4-A" dated June, 2003, if and when it is necessary and solely to the extent necessary for Virginia Beach Road to be widened by Lessor and it is not practical to widen the road by using property located on the opposite side of the road on land not subject to this Amended and Restated Lease; and/or (2) the Adjacent Property identified as Parcels "C" and "D" on the attached Exhibit "4-A" dated June, 2003, if and when it is necessary and solely to the extent necessary for Arthur Lamb Road to be widened by Lessor and it is not practical to widen the road by using property located on the opposite side of the road on land not subject to this Amended and Restated Lease. Further, notwithstanding the provisions of Paragraph 13, above, Lessee agrees to remove any parking spaces that may prevent driveway access to a property located adjacent to the public parking facility. The parking spaces will be removed only to the minimum extent necessary to provide safe and lawful driveway access and only after the appropriate authorities have approved an application for permission to construct a driveway that has been filed by the owner of a property located adjacent to the public parking facility.

4. Paragraph 24 C is amended by deleting the first two sentences in their entirety.

5. Except as amended herein, the Lease remains in full force and effect and is hereby ratified and confirmed in all respects.

IN WITNESS WHEREOF, Lessor and Lessee have caused this Second Amendment to Amended and Restated Lease to be executed by the respective proper officers, duly authorized thereunto, the day and year first written above.

"Lessor"

MIAMI-DADE COUNTY, FLORIDA, by its  
BOARD OF COUNTY COMMISSIONERS

ATTEST:

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
County Manager

(OFFICIAL SEAL)

"Lessee"

MARINE EXHIBITION CORPORATION, a  
Florida corporation

ATTEST:

By: \_\_\_\_\_  
Assistant Secretary

By: \_\_\_\_\_  
Arthur H. Hertz, Chairman

(CORPORATE SEAL)



Approved \_\_\_\_\_ Mayor

Veto \_\_\_\_\_

Override \_\_\_\_\_

Agenda Item No. 6(L)(1)  
7-25-00

RESOLUTION NO. R-825-00

RESOLUTION APPROVING AMENDED AND RESTATED  
LEASE WITH MARINE EXHIBITION CORPORATION D/B/A  
MIAMI SEAQUARIUM AND AUTHORIZING COUNTY  
MANAGER TO EXECUTE SAME AND TO EXERCISE  
RENEWAL AND CANCELLATION PROVISIONS THEREIN  
AND DIRECTING RECORDING IN THE OFFICIAL RECORDS  
OF MIAMI-DADE COUNTY

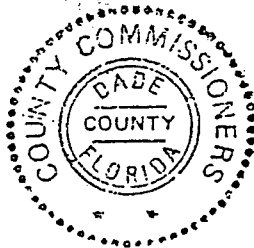
WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF DADE COUNTY, FLORIDA, that this Board approves the Amended and Restated Lease with Marine Exhibition Corporation d/b/a Miami Seaquarium for the redevelopment of the leased site in substantially the form attached hereto and made a part hereof; authorizing the County Manager to exercise the renewal and cancellation provisions contained therein; authorizing execution of the Amended Lease by the County Manager for and on behalf of the County; authorizing County Manager to execute, subject to County Attorney review, such documents as necessary to evidence matters related to that Amended and Restated Lease; and, directing the Clerk of the Board to record same in the Official Records of the County.

The foregoing resolution was offered by Commissioner Jimmy L. Morales  
who moved its adoption. The motion was seconded by Commissioner Gwen Margolis  
and upon being put to a vote, the vote was as follows:

Dr. Miriam Alonso	aye	Bruno A. Barreiro	aye
Dr. Barbara M. Carey-Shuler	absent	Miguel Díaz de la Portilla	absent
Betty T. Ferguson	aye	Gwen Margolis	aye
Natacha Seijas Millán	absent	Jimmy L. Morales	aye
Dennis C. Moss	aye	Pedro Reboredo	absent
Dorin D. Rolle	aye	Katy Sorenson	aye
Javier D. Souto			absent

The Chairperson thereupon declared the resolution duly passed and adopted this 25th day of July, 2000. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.



MIAMI-DADE COUNTY, FLORIDA  
BY ITS BOARD OF COUNTY  
COMMISSIONERS

HARVEY RUVIN, CLERK

BY: KAY SULLIVAN  
Deputy Clerk

Approved by County Attorney  
as to form and legal sufficiency. do

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## MEMORANDUM

Agenda Item No. 6(L)(1)(D)

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**TO:** Honorable Chairperson and Members  
Board of County Commissioners

**DATE:** July 25, 2000

**FROM:** M.R. Stith  
County Manager

**SUBJECT:** Seaquarium Amended and  
Restated Lease Agreement

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### RECOMMENDATION

It is recommended that the Board approve the amendments to the Lease Agreement with the Marine Exhibition Corporation d/b/a Miami Seaquarium (the "Seaquarium") establishing the terms and conditions which allow the redevelopment of the Seaquarium and provide for a compilation and restatement of the new terms and all existing terms into the form of an Amended and Restated Lease.

### BACKGROUND

As reported to the Board at its meeting on May 9, 2000, the Seaquarium desires to undertake redevelopment of the leased area. The Board approved Resolution No. R-443-00, which authorized the County Manager to enter into non-binding discussions with the Seaquarium for the purpose of preparing lease amendments that would allow for the redevelopment of the Seaquarium to proceed. Upon advice of the County Attorney, it was agreed to develop a single document that compiled existing lease terms and integrated the new amendment terms. Staff, together with the County Attorney's Office, has worked to successfully accomplish acceptable terms and conditions. Exhibit 1 summarizes these terms.

This attraction has entertained and educated tens of millions of visitors, including many local residents and school children, as well as contributed dramatically to the economic well-being of the greater community. To continue fulfilling that role, it is important that the Seaquarium be allowed to proceed expeditiously with its modified redevelopment plans, beginning with the reconstruction of the mammal stadium and pool.

The Seaquarium's proposed Capital Improvement Plan provides for the renovation and reconstruction of many features currently housed within the marine park, as illustrated on the Miami Seaquarium Capital Improvements List, dated June 2000. (Exhibit 2) The identified projects, when completed, are expected to cost in excess of \$40 million. This cost will be borne by the Seaquarium and its subtenants. A portion of the cost will be financed through leasehold mortgaging.

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Honorable Chairperson and Members  
Board of County Commissioners  
Page 2

The primary objectives of the County, regarding the negotiation of the Amendments was to create a contractual framework that enables the Marine Exhibition Corporation to move forward with the redevelopment plan. Assurances to the County include:

1. Capital Improvement Plan projects will be completed within an acceptable time schedule;
2. Long-term revenues to the County will increase; and,
3. Once built, the facilities will be maintained in a first class condition.

Under Florida law, the lease with the Seaquarium may be extended for an additional 25 years, beyond the present 24 years available. In order to implement this extension, the Seaquarium must undertake major facility replacements.

The proposed agreement maintains the current percentage rent rate structure. The agreement does provide the tenant the opportunity to request that this issue be reopened in the future, if it can be demonstrated that the percentage rate structure is impeding Marine Exhibition Corporation's ability to finance additional improvements to the facility. The current guaranteed minimum rental income is \$300,000 a year. The proposed agreement increases the guaranteed minimum to \$1 million a year subject to certain relief provisions. It is expected that the total payments to the County will increase substantially, due to the much larger volume of business anticipated as the various improvements are completed and begin operating.

The Amended and Restated Lease has been accordingly modified to provide for the new project and lease schedules; and other necessary issues related to future development of the Seaquarium; in addition it will provide a viable opportunity for an improved revenue stream to the County. Therefore, it is in the best interests of the County that the Board approve the new Amended and Restated Lease.

Attachments

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## EXHIBIT 1

### SUMMARY OF RESTATED AND AMENDED TERMS

#### Term

Change lease extension from up to 21 years in renewals for \$19 million in improvements to up to 46 years in renewals for \$38,770,000 in improvements.

#### Effective Date

The Amended Lease is to become effective ten (10) days after the date of adoption by the Board unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by the Board.

In the event of a legal challenge to the Planned Capital Improvements, all Capital Improvement time period provisions of this Lease are suspended until a final judgment is rendered.

#### Adjacent Property

Allows change in the use of some adjacent property across the Rickenbacker Causeway to allow parking if needed pursuant to Development Regional Impact (DRI) or Florida Quality Development (FQD).

#### Rent

Current rental totals approximately \$1.3 million per year. The amended rent guarantees \$1,000,000 initially or various percentages if the percentages are greater. Below is a table showing the current terms and the amended.

**Guaranteed  
Minimum  
Current Terms:**  
\$300,000

**Amended Terms:**  
\$1,000,000  
(unless gross  
revenues drop below  
\$7.5 million then reduced  
to \$750,000)

#### Percent of Gross (if greater)

5.0% from \$0 to  
\$1,000,000  
7.5% of next \$500,000  
10.0% over \$1,500,000

5.0% from \$0 to  
\$1,000,000  
7.5% of next \$500,000  
10.0% over \$1,500,000

#### Add'l Payments

1/3 of sublet rent

1/3 of sublet rent

B

**Ownership of Assets**

Little change; the County will own all improvements and equipment. The animals and vehicles have been deleted from County ownership until Lease is terminated, then the County will own the vehicles the animals will remain with the Lessee

**Financing**

Both lessee and sublessees may use leasehold mortgaging to finance improvements. Improvements by sublessees will count toward lease extensions.

**Affiliated Businesses**

Seaquarium may contract or subcontract with businesses having common ownership if approved by the County Manager.

**Long Term Maintenance**

Beginning in year 15 from the Effective Date, Seaquarium must spend 1.25% of gross revenues annually for maintenance. Replacement and enhancement of improvements.

**Causeway Improvements**

If required, the County will make improvements to the Causeway right-of-way required by the Development Regional Impact (DRI) or Florida Quality Development (FQD) including an information radio channel and signage; such improvements not to exceed \$3 million.

**Payments to County if Seaquarium Sold**

Potential payment to the County is eight percent (8%) of book profit. The cap on payment is increased from the existing \$250,000 to \$1,000,000 if sold during first 10 years, \$1,250,000 in the next 10 years and \$1,500,000 if sold after year 20.

**Exclusivity for Aquarium on County Property**

Seaquarium's current right to prohibit any aquarium on County property is modified to allow such aquaria that do not contain certain mammals, fish and animals. Species not listed in Exhibit 10 of the Amended and Restated Lease and which do not perform shows may be exhibited at Metrozoo.

**Miscellaneous**

The Amended Lease provides for maintenance and extension of salt water intake pipes, water ski shows, utility easements, periodic signs on the Rickenbacker toll gate arms, replacement of the

causeway entrance feature, potential special  
Metrobus, deep well(s) to obtain cold water to save  
energy and police, fire and emergency services.

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**EXHIBIT "2"**

**MIAMI SEAQUARIUM  
EXISTING CAPITAL IMPROVEMENTS  
JUNE 2000**

1. Parking Lot
2. Marquee
3. Finger pier and boat docks
4. Office building (Marketing bldg)
5. Main Gate
6. Administrative Bldg (next to main gate)
7. Main Gift Shop
8. Covered Walkways
9. Remote control Boat pool
10. Remote control car attraction
11. Golden Dome (related equipment, trainer building, pools, stadium, animal facility)
12. Main tank building, Main Tank pool (Top Deck) and related equipment  
Reef Tank building, Reef Tank pool, food court and related equipment
13. Cafeteria
14. Main Filter Plant
15. Main Generator
16. Pompano Pools (four), filters and equipment
17. Discovery Bay (boardwalks, equipment, pools)
18. Shark Channel
19. Aviary
20. Main water intake, piping, facility equipment and related water distribution system
21. Main electric facility and related electric distribution system
22. Sewer lift station and related sewer system
23. Bathrooms (throughout park)
24. Bay filter (currently planned for replacement)
25. Boat basin gantry
26. Seawall
27. Outer boarder security fencing
28. Flipper Stadium, Flipper Lagoon and docks
29. Fish house and maintenance building and shops
30. Wade building and maintenance shops
31. Flipper training building and flipper stadium entrance
32. Chiller plant
33. Landscape maintenance building
34. Celebrity (manatee) pools
35. Whale Spout Café
36. Rain Forest exhibit
37. Merchandise outlet
38. Security guard house
39. Potable water system (underground)
40. Whale Stadium
41. Replacement Marine Mammal Stadium and Pools (related equipment and trainer building)
42. Cafeteria receiving building and cafeteria coolers
43. Pizza restaurant



44300  
Approved \_\_\_\_\_ Mayor

Veto \_\_\_\_\_

Override \_\_\_\_\_

Agenda Item No. 6(L)(1)(F)  
5-9-00

OFFICE OF THE CLERK  
OF COUNTY OF MIAMI-DADE  
DADE COUNTY, FLORIDA

RESOLUTION NO. R-443-00

RESOLUTION AUTHORIZING THE COUNTY  
MANAGER TO ENTER INTO NON-BINDING  
DISCUSSIONS WITH MARINE EXHIBITION  
CORPORATION, D/B/A MIAMI SEAQUARIUM FOR  
THE PURPOSE OF PREPARING LEASE  
AMENDMENT(S) TO THE AMENDED AND  
RESTATED LEASE BETWEEN MIAMI-DADE  
COUNTY AND THE MARINE EXHIBITION  
CORPORATION, D/B/A MIAMI SEAQUARIUM  
APPROVED BY THE COMMISSION ON SEPTEMBER  
25, 1990

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

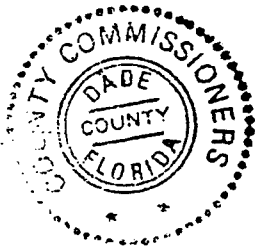
NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board finds that it is in the best interest of the County to authorize the County Manager to enter into non-binding discussions with the Marine Exhibition Corporation, d/b/a/ Miami Seaquarium for the purpose of preparing lease amendment(s) to the amended and restated lease between Miami-Dade County and the Marine Exhibition Corporation, d/b/a/ Miami Seaquarium, approved by the Board of County Commissioners on September 25, 1990. When concluded, the results of the discussions will be brought before this Board for approval in the form of a lease amendment(s) to allow for the redevelopment of the Miami Seaquarium to proceed.

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The foregoing resolution was offered by Commissioner **Dennis C. Moss**, who moved its adoption. The motion was seconded by Commissioner **Gwen Margolis** and upon being put to a vote, the vote was as follows:

Dr. Miriam Alonso	aye	Bruno A. Barreiro	absent
Dr. Barbara M. Carey-Shuler	aye	Miguel Díaz de la Portilla	aye
Betty T. Ferguson	aye	Gwen Margolis	aye
Natacha Seijas Millán	aye	Jimmy L. Morales	aye
Dennis C. Moss	aye	Pedro Reboredo	aye
Dorrin D. Rolle	aye	Katy Sorenson	aye
Javier D. Souto		aye	

The Chairperson thereupon declared the resolution duly passed and adopted this 9th day of May, 2000. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.



MIAMI-DADE COUNTY, FLORIDA  
BY ITS BOARD OF COUNTY  
COMMISSIONERS  
HARVEY RUVIN, CLERK

Approved by County Attorney as  
to form and legal sufficiency. AC

By: **KAY SULLIVAN**  
Deputy Clerk

## MEMORANDUM

Agenda Item No. 6(L)(1)(F)

**TO:** Honorable Chairperson and Members  
Board of County Commissioners

**DATE:** May 9, 2000

**FROM:** M.R. Stierheim  
County Manager

**SUBJECT:** Authorization to Enter into  
Discussion with the  
Seaquarium to Amend and  
Restate the Lease Agreement

### RECOMMENDATION

It is recommended that the Board authorize the County Manager to enter into non-binding discussions with the Marine Exhibition Corporation, d/b/a Miami Seaquarium (the "Seaquarium") for the purpose of preparing an amended and restated lease between Miami-Dade County (the "County") and the Seaquarium to allow the construction of a new whale bowl exhibit. When concluded, the results of the discussions will be brought before this Commission for approval in the form a lease amendment(s), which will allow the redevelopment of the Seaquarium to proceed.

### BACKGROUND

Since 1954, the Seaquarium serves as an essential ingredient in the County's tourism industry. This attraction has entertained and educated millions of visitors as well as contributed dramatically to the economic well-being of the greater community.

The lease with the Seaquarium has been clarified and amended numerous times through its 46-year history. The most significant of which was the amended and restated lease, approved by the Commission on September 25, 1990 (Resolution No. R-999-90). This amended and restated lease allowed for a complete make over and redevelopment of the Seaquarium, and provided for an additional 25 years in renewals for \$22 million in improvements to up to 50 years in renewals for \$42.5 million in improvements.

Concurrent with the approval of the 1990 amended and restated lease, it was necessary for the Seaquarium to submit a new master plan for approval through the Florida Quality Development ("FQD") process. The master plan envisioned four major components to be collectively known as the "Seaquarium Village": a new marine park, an environmental theater, a water park and a restaurant village.

As a provision of the 1990 amended and restated lease, the lease would not go into effect until the following conditions were met:

- The FDQ approvals were final, resulting in the issuance of a Development Order by the State;

- The final conclusion of litigation or administrative proceedings, including appeals ("litigation"), if any, brought by third parties challenging the development order or any zoning or other approvals pertaining to the master plan or amended and restated lease.

In this regard, challenges to the proposed development project were forthcoming from the Village of Key Biscayne, which ultimately resulted in the creation of a state-mandated task force to recommend modifications to the master plan and a downscaling of the Seaquarium Village.

The entire scope of the redevelopment of the Seaquarium remains unclear, except for the reconstruction of the whale bowl to accommodate a larger, state-of-the-art tank and attendant stadium to improve the whale's living conditions as well as the exhibit's educational value. An increase in revenue also is expected. Representatives for the Seaquarium have requested the Department of Planning and Zoning ("DPZ") review a site plan for this element, which would allow for the replacement, upgrading and relocation of existing facilities on the site. DPZ has expressed no objection to this plan, but is pending input from the Village of Key Biscayne, the City of Miami, the State's Department of Community Affairs and other agencies involved in the task force recommendations. If there are no objections from these organizations, DPZ is expected to approve the redevelopment site plan so that the Seaquarium can proceed with obtaining a building permit. DPZ is expected to be able to sign off on the plan this week.

The amended and restated lease will be accordingly modified to provide for the new master plan, project schedules, lease schedule and other necessary issues related to future development of the Seaquarium. Therefore, it is in the best interests of the County to enter into the requested non-binding discussions, with the objective of returning to the Board with a new amended and restated lease for consideration and approval.